

Supply of Floral Display Services to Bingley Town Council

1. Bingley Town Council (The Council) instructs [name of contractor] (the Contractor) to undertake floral display services as specified below for a three-year period from [date to be agreed] November 2021 until [date to be agreed] November 2024. This is to include both summer planting and winter/spring planting.
2. The point of contact for The Council will be the Town Clerk.
3. All works are to be carried out in accordance with the scale of charges identified in the quotation provided by [name of contractor] of [date] and forming Appendix 1 to this agreement.
4. The Contractor will be responsible for providing all tools and materials including procurement of baskets, planters and tubs as necessary.
5. Payment will be made on the submission of a detailed invoice twice a year.
6. The value of the contract will not exceed [£tba] exclusive of VAT but may be subject to an agreed variation. Any variation in cost is to be agreed in writing with the Town Clerk.
7. The Contractor must satisfy The Council that it has adequate Public Liability insurance and Employee Liability insurance prior to the agreement being signed. The Contractor agrees to indemnify the Council against any claim arising from the work carried out under this agreement.
8. In the event of non-performance or performance of an unacceptable standard The Council reserves the right to demand an explanation and if necessary, withhold or reduce payment or in extreme circumstances terminate the contract.
9. Arrangements for planting

Summer planting

- a. Summer planting will be provided in accordance with the Baseline Supply appended to this document (Appendix 2).

- b. The Contractor will install the Town Council's baskets on lamp-posts and railings in Bingley Town Centre and outlying areas and also position tubs and tiered planters in accordance with the plan provided. Items must be installed in accordance with the requirements of City of Bradford Metropolitan District Council notified to the Contractor.
- c. The Contractor will fill the baskets, tubs and tiered planters including the stone 'Poplar House' planter at Poplar House, Bradford Road, Bingley and the existing 8 x half units in Cottingley so that they are in place when conditions are suitable, no later than mid-June; should the Contractor be unable to fulfil this schedule as a result of adverse weather it must receive agreement by email from the Town Clerk.
- d. The Contractor will water, deadhead and otherwise maintain the Council's pole-mounted baskets, barrier baskets, tubs, tiered planters and trough planters, and in addition the 5 x Bradford Council-owned planters in the market square and 4 stone 'Bingley' planters in Main Street (planted by Bingley WI); the stone 'Poplar House' planter, Crossflatts Village Society's planters, Action Stations' planters at Crossflatts Railway Station and the planting around the Millennium Stone in Eldwick (planted by Eldwick Village Society).
- e. Watering will vary with the weather conditions. It is proposed that a thirteen week period is identified for watering, commencing early June and that the displays are watered three times a week.
- f. Additional watering may only be carried out after consultation with the Town Clerk.
- g. At the end of the summer season, around early October, the Contractor will remove, empty and store all BTC pole-mounted baskets and the two BTC tiered planters securely. This does not include Cottingley Community Association's pole-mounted baskets in Cottingley or any of the Action Stations or Crossflatts Village Society planters.

Winter/spring planting

- a. The Contractor will fill the Town Council's barrier baskets, tub planters, trough planters and the stone 'Poplar House' planter with appropriate winter/spring planting, renewing and replenishing compost and other planting materials as necessary during the process. This is to be done by mid-October each year.

- b. The Contractor will maintain the barrier baskets, tub planters and stone 'Poplar House' planter as necessary throughout the season.

Procurement/Amendments to agreement

- a. Bingley Town Council will notify the Contractor annually of any amendments to the Baseline Supply, e.g. supply and filling of additional hardware, and will seek an additional quotation for the costs of procurement, filling and maintenance of any new items. This will form the basis of a supplementary agreement.

General

- a. The Contractor will ensure that compost and other planting materials and feed are renewed and replenished as necessary throughout the year.
- b. The Contractor will ensure all baskets and planters are kept clean and free of disease.
- c. The Contractor will apply Bingley Town Council stickers or tags to the hardware as required

Break clause

- a. Either party shall be able to discontinue this agreement by giving the other party 6 months' written notice.

This agreement is dated []

Signed -----for Bingley Town Council

Signed -----for [name of contractor]

Appendix 1

[Contractor's quotation]

Appendix 2

Baseline supply for 3 year floral display contract

Summer planting

Central Bingley

Type of item	Total number	Location
Pole-mounted baskets	35 (70 half units)	Central Bingley - Main Street, Chapel Lane, Park Road, Wellington Street
Pole-mounted baskets (larger size)	5 (10 half units)	Ornate lamp-posts, Market Square
Barrier baskets	9	Main Street; Park Road
Tubs	7	Market Square/Jubilee Gardens x 5; Main Street x 2
Tiered planter	2	Corner Chapel Lane/Ferncliffe Road; corner Old Main Street/Keighley Road
Trough planters	2	Outside Bingley Hub

Outlying areas

Type of item	Total number	Location (whole baskets)
Pole-mounted baskets	24 (48 half units)	Cottingley x 2 Crossflatts x 6 Eldwick x 7 Gilstead x 4 Poplar House x 5
Barrier baskets	3	Gilstead (entrance to Rec); Poplar House (by dentist, Ashfield Terrace/Keighley Rd); Eldwick (Memorial Hall)
Tubs	6	Eldwick (build-out by Post Office); Gilstead (Opp Chelsea's Treats); Crownest (Jx Park Lane/Charles St; 2 @ jx Marion St/Mornington Rd); Priestthorpe (jx Priestthorpe Rd/Lane)

Other items for planting and maintenance belonging to other parties

Type of item	Total number	Location / owner
Stone 'Poplar House' planter	1	Bradford Road, Bingley (Bradford Council)

Pole-mounted baskets	Existing 4 (8 half units)	The Parade, Cottingley (Cottingley Community Association)
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Other items for maintenance only belonging to other parties

Type of item	Total number	Location / owner
Large square planters	5	Market Square (Bradford Council/Bingley WI)
Stone 'Bingley' planters	4	Main Street, Bingley (Bradford Council/Bingley WI)
Flower bed	1	By Millennium Stone, Eldwick (Eldwick Village Society)
Tubs	3	Crossflatts Railway Station car park (Action Stations)
Barrier baskets	2	Crossflatts Railway Station (Action Stations)
Barrier baskets	3	Entrance to Skipton Platform, Crossflatts Railway Station (Crossflatts Village Society)
Two-tier planters	3	By shops Keighley Road/Canal Road, Crossflatts (Crossflatts Village Society)
Stone 'Crossflatts' planter	1	Magnet roundabout, Crossflatts (Crossflatts Village Society)

Winter planting

Barrier baskets and tubs as summer:

Central Bingley

Type of item	Total number	Location
Barrier baskets	9	Main Street; Park Road
Tubs	7	Market Square/Jubilee Gardens x 5; Main Street x 2

Outlying areas

Type of item	Total number	Location (whole baskets)
Barrier baskets	3	Gilstead (entrance to Rec); Poplar House (by dentist, Ashfield Terrace/Keighley Rd); Eldwick (Memorial Hall)
Tubs	6	Eldwick (build-out by Post Office); Gilstead (Opp Chelsea's Treats); Crownest (Jx Park Lane/Charles St; 2 @ jx Marion St/Mornington Rd); Priestthorpe (jx Priestthorpe Rd/Lane)

Other items for planting and maintenance belonging to other parties

Type of item	Total number	Location / owner
Stone 'Poplar House' planter	1	Bradford Road, Bingley (Bradford Council)

Bingley Town Council will obtain all necessary permissions for the siting of baskets and planters from City of Bradford Metropolitan District Council (CBMDC). The contractor is responsible for ensuring that all items are positioned in accordance with CBMDC requirements notified to them.